

Document Page 1 of 10
UNITED STATES BANKRUPTCY COURT
DISTRICT OF NEW JERSEY

Caption in Compliance with D.N.J. LBR 9004-1(b)

The Law Office of Edward Hanratty
Edward Hanratty, Esq. (052151997)
57 W. Main Street, Suite 2D
Freehold, NJ 07728
(732)866-6655

In Re:

ELIEZER A. MORDAN

Case No.: 22-10573

Judge: MBK

Chapter: 13

CHAPTER 13 DEBTOR'S CERTIFICATION IN OPPOSITION

The debtor in this case opposes the following (**choose one**):

1. ☒ Motion for Relief from the Automatic Stay filed by Rocket Mortgage, LLC, creditor,

A hearing has been scheduled for April 10, 2024, at 9:00AM.

☐ Motion to Dismiss filed by the Chapter 13 Trustee.

A hearing has been scheduled for _____, at _____.

☐ Certification of Default filed by _____,

I am requesting a hearing be scheduled on this matter.

2. I oppose the above matter for the following reasons (**choose one**):

☐ Payments have been made in the amount of \$ _____, but have not been accounted for. Documentation in support is attached.

☐ Payments have not been made for the following reasons and debtor proposes repayment as follows (**explain your answer**):

☒ Other (**explain your answer**):

On March 05, 2024, a Notice of Request for Loss Mitigation was filed, hearing is scheduled for April 10, 2024. I intend in submitting a loan modification. See attached complete Request for Mortgage Assistance. Once the request is granted my application will be submitted via the DMM Portal for review.

3. This certification is being made in an effort to resolve the issues raised in the certification of default or motion.
4. I certify under penalty of perjury that the above is true.

Date:

3/27/24


Debtor's Signature

Date:

Debtor's Signature

NOTES:

1. Under D.N.J. LBR 4001-1(b)(1), this form must be filed with the court and served on the Chapter 13 Trustee and creditor, if applicable not later than 7 days before the date of the hearing if filed in opposition to a Motion for Relief from the Automatic Stay or Chapter 13 Trustee's Motion to Dismiss.
2. Under D.N.J. 4001-1 (b)(2), this form must be filed with the court and served on the Chapter 13 Trustee and creditor, if applicable not later than 14 days after the filing of a Certification of Default.

Quicken Loans

Application For Success

1050 Woodward Avenue | Detroit, MI 48226

Client and Property Information

Client Information

Name: Eliezer Mordan Social Security number: [REDACTED]
Marital status: ☐ Married ☒ Divorced ☐ Separated ☐ Single ☐ Widowed ☐ Remarried Spouse name: _____
Primary phone number: ☐ Home ☐ Work ☒ Cell [REDACTED] Alternate phone number: ☐ Home ☐ Work ☐ Cell
Best time to be reached: _____ Email address: emordan23@gmail.com

Co-Client Information

Name: _____ Social Security number: _____
Marital status: ☐ Married ☐ Divorced ☐ Separated ☐ Single ☐ Widowed ☐ Remarried Spouse name: _____
Primary phone number: ☐ Home ☐ Work ☐ Cell _____ Alternate phone number: ☐ Home ☐ Work ☐ Cell _____
Best time to be reached: _____ Email address: _____

Property Information

Property address: 53 Brandon Ave Mailing address: _____
Monroe, NJ 08831
(if different from property address)
Property type: ☒ Primary residence ☐ Second home ☐ Investment or rental property
The property is currently: ☒ Owner occupied ☐ Renter occupied ☐ Vacant ☐ Temporarily vacant
My goal is to: ☒ Keep the property ☐ Leave/sell the property
Is the property listed for sale? ☐ Yes ☒ No If yes, what is the listing date? ____/____/____
If yes, provide the listing agreement. If yes, fill out the Third-Party Authorization form on page 8.
Have you received an offer? ☐ Yes ☐ No If yes, what is the offer amount? \$_____
If yes, provide the purchase agreement and Closing Disclosure. Date of offer: ____/____/____

continued →

Questions? Contact Your Account Resolution Team.

Phone: (800) 508-0944
Email: AccountResolution@QuickenLoans.com
Secure Fax: (877) 380-5084

Hours: Monday – Friday: 8:30 a.m. – 9:00 p.m. ET
Saturday: 9:00 a.m. – 4:00 p.m. ET

Page 2
CP081



Application For Success

1050 Woodward Avenue | Detroit, MI 48226

Hardship Information (Please fill out the entire form)

The hardship causing financial challenges is believed likely to be resolved within: ☐ Three months ☐ Six months ☒ Longer

Choose the one main reason for your hardship and submit any documentation listed.

Reason for Hardship

- ☐ Unemployment
- ☒ Reduction in income (for example, loss of overtime or reduction in regular working hours or base pay)
- ☒ Increase in housing-related expenses (for example, uninsured losses, increased property taxes or homeowners association special assessment)
- ☐ Long-term or permanent disability or serious illness of a client, co-client or dependent family member
 - Written statement from the client (hardship affidavit) or other documentation
- ☐ Disaster (natural or man-made) impacting the client's and/or co-client's property or place of employment
- ☐ Divorce or legal separation
 - Maintenance agreement, property settlement, divorce decree signed by a court or proof of filing
- ☐ Death of a client or wage-earner
 - Death certificate, obituary or newspaper article reporting the death
- ☐ Distant employment transfer or relocation
 - For active duty service members: permanent change of station (PCS) orders or notice of PCS
 - For non-military employment transfers or new employment: Documentation showing the amount of relocation assistance provided by your employer if applicable and signed offer letter, notice from the employer showing transfer to a new location, or pay stub from a new employer
- ☐ Other hardship not covered above (explain below): _____

Hardship Letter

Provide a detailed explanation of the hardship. If you need more space, please attach a separate sheet of paper rather than writing on the back of this one.

Due to the Covid pandemic the cost of living has significantly increased without a significant increase in income. In addition I am unable to increase my work hours as a single parent of four children; two of which suffer from mental illness.

→ Jen Jordan

Client Signature

→ 3/27/24

Date

→ Eliezer Mordan

Print Client's Name

→ _____
Co-Client Signature

→ _____
Date

→ _____
Print Co-Client's Name

continued →

Questions? Contact Your Account Resolution Team.

Phone: (800) 508-0944
Email: AccountResolution@QuickenLoans.com
Secure Fax: (877) 380-5084

Hours: Monday – Friday: 8:30 a.m. – 9:00 p.m. ET
Saturday: 9:00 a.m. – 4:00 p.m. ET

Quicken Loans

Application For Success

1050 Woodward Avenue | Detroit, MI 48226

Hardship Information (Please fill out the entire form)

The hardship causing financial challenges is believed likely to be resolved within: ☐ Three months ☐ Six months ☒ Longer

Choose the one main reason for your hardship and submit any documentation listed.

Reason for Hardship

- ☐ Unemployment
- ☒ Reduction in income (for example, loss of overtime or reduction in regular working hours or base pay)
- ☒ Increase in housing-related expenses (for example, uninsured losses, increased property taxes or homeowners association special assessment)
- ☐ Long-term or permanent disability or serious illness of a client, co-client or dependent family member
• Written statement from the client (hardship affidavit) or other documentation
- ☐ Disaster (natural or man-made) impacting the client's and/or co-client's property or place of employment
- ☐ Divorce or legal separation
• Maintenance agreement, property settlement, divorce decree signed by a court or proof of filing
- ☐ Death of a client or wage-earner
• Death certificate, obituary or newspaper article reporting the death
- ☐ Distant employment transfer or relocation
• For active duty service members: permanent change of station (PCS) orders or notice of PCS
• For non-military employment transfers or new employment: Documentation showing the amount of relocation assistance provided by your employer if applicable and signed offer letter, notice from the employer showing transfer to a new location, or pay stub from a new employer
- ☐ Other hardship not covered above (explain below):

Hardship Letter

Provide a detailed explanation of the hardship. If you need more space, please attach a separate sheet of paper rather than writing on the back of this one.

Due to the Covid pandemic the cost of living has significantly increased without a significant increase in income. In addition I am unable to increase my work hours as a single parent of four children; two of which suffer from mental illness.

Client Signature

Co-Client Signature

3/27/24

Date

Eli ezer Mordan

Print Co-Client's Name

Questions? Contact Your Account Resolution Team.

Phone: (800) 508-0944
Email: AccountResolution@QuickenLoans.com
Secure Fax: (877) 380-5084

continued →

Hours: Monday - Friday: 8:30 a.m. - 9:00 p.m. ET
Saturday: 9:00 a.m. - 4:00 p.m. ET

Quicken Loans

Application For Success

1050 Woodward Avenue | Detroit, MI 48226

Asset Information

Are there currently any household assets? ☐ Yes ☐ No

List all household assets, such as bank accounts, investments, etc.

Current Household Assets

Asset Type	Institution Name	Last 4 Digits of Account	Client Current Balance	Co-Client Current Balance
Checking Account 1	Capital One	6416	\$ 362.64	\$
Checking Account 2			\$	\$
Savings Account 1	Capital One	6779	\$ 0	\$
Savings Account 2			\$	\$
Money Market Account 1			\$	\$
Money Market Account 2			\$	\$
Certificate of Deposit 1			\$	\$
Certificate of Deposit 2			\$	\$
Investment Account 1 (stocks, bonds, mutual funds)			\$	\$
Investment Account 2 (stocks, bonds, mutual funds)			\$	\$
Additional Assets 1			\$	\$
Additional Assets 2			\$	\$
Cash on Hand			\$	\$
Total Assets:			\$	\$

If you want to leave and/or sell the home, provide a copy of the signed and dated federal individual tax returns (Form 1040s), including all schedules, from last year for all clients.

continued →

Questions? Contact Your Account Resolution Team.

Phone: (800) 508-0944
Email: AccountResolution@QuickenLoans.com
Secure Fax: (877) 380-5084

Hours: Monday – Friday: 8:30 a.m. – 9:00 p.m. ET
Saturday: 9:00 a.m. – 4:00 p.m. ET

Page 5
CP081

Quicken Loans

Application For Success

1050 Woodward Avenue | Detroit, MI 48226

Expenses

List all monthly expenses and debt payments for all clients on the loan.

Property with Quicken Loans Mortgage

Monthly mortgage payment \$ 4699

Taxes and insurance \$ _____

Is there a second mortgage on this property?

☐ Yes ☒ No If yes, list monthly payment: \$ _____

Homeowners association dues \$ _____

Association name: _____

Association phone number: _____

Frequency of dues: ☐ Monthly ☐ Quarterly

☐ Annually ☐ Other: _____

Additional Properties (if applicable)

Property 1: ☐ primary ☐ secondary ☐ investment

Monthly mortgage payment \$ _____

Homeowners association dues \$ _____

Frequency of dues: ☐ Monthly ☐ Quarterly

☐ Annually ☐ Other: _____

Property 2: ☐ primary ☐ secondary ☐ investment

Monthly mortgage payment \$ _____

Homeowners association dues \$ _____

Frequency of dues: ☐ Monthly ☐ Quarterly

☐ Annually ☐ Other: _____

Property 3: ☐ primary ☐ secondary ☐ investment

Monthly mortgage payment \$ _____

Homeowners association dues \$ _____

Frequency of dues: ☐ Monthly ☐ Quarterly

☐ Annually ☐ Other: _____

Out-of-Pocket Health Care

Medical services \$ 350

Prescription drugs \$ 20

Medical supplies (such as oxygen and eyeglasses) \$ 100

Total Client Utility Payments

Water and sewer \$ 100

Maintenance and repairs \$ 700

Gas utility \$ 150

Electricity \$ 188

Cable, internet and phone (home and cell) \$ 450

Transportation

Number of vehicles: 1

List the monthly payment for each vehicle:

\$ _____ \$ _____ \$ _____ \$ _____ Total: \$ 0

Vehicle insurance \$ 100

Fuel \$ 200

Transit fares, tolls and parking fees \$ 100

Personal

Food (after government assistance) \$ 2000

Housekeeping supplies \$ 400

Apparel and related services \$ 350

Personal care and related services \$ 250

Additional

Alimony and child support paid \$ _____

Child care \$ 500

Health insurance (if not deducted on pay stub) \$ _____

Life insurance \$ 200

Payments on liens and judgments (if not garnished) \$ _____

School costs \$ 150

Current residence rent payment (if applicable) \$ _____

continued →

Questions? Contact Your Account Resolution Team.

Phone: (800) 508-0944

Email: AccountResolution@QuickenLoans.com

Secure Fax: (877) 380-5084

Hours: Monday – Friday: 8:30 a.m. – 9:00 p.m. ET

Saturday: 9:00 a.m. – 4:00 p.m. ET

Quicken Loans

Acknowledgement and Agreement

1050 Woodward Avenue | Detroit, MI 48226

I certify, acknowledge and agree to the following:

1. All of the information in the Application For Success is truthful, and the hardship that I have identified contributed to my need for mortgage assistance. Knowingly submitting false information may violate federal and other applicable law.
2. The accuracy of my statements may be reviewed by the Servicer, the owner or guarantor of my mortgage, their agent(s) or an authorized third party,* and I may be required to provide additional supporting documentation. I will provide all requested documents and will respond in a timely fashion to all Servicer or authorized third-party communications. I understand and agree that Servicer reserves the right to change the review process to a full documentation program. This may include verifying the information provided on the application with the employer and/or the financial institution.
3. If I have intentionally defaulted on my existing mortgage, engaged in fraud or misrepresented any fact(s) in connection with this request for mortgage assistance, or if I do not provide all required documentation, the Servicer may cancel any mortgage assistance granted and may pursue foreclosure on my home and/or pursue any available legal remedies.
4. The Servicer is not obligated to offer me assistance based solely on the representations in this document or other documentation submitted in connection with my request. I understand that the Servicer may incur certain costs in evaluating my Application For Success, and I am responsible for these costs whether or not I'm approved for mortgage assistance.
5. I agree to allow vendor(s) access to the interior of the property for the purpose of a property valuation.
6. With this application, if I was not previously required to pay escrow amounts, I agree to the establishment of an escrow account and agree that any prior waiver is revoked. If any of the programs do not complete under the approved terms, I understand my escrow account will remain on my loan.
7. The Servicer may also order an appraisal to determine the property's value and charge me for the appraisal. The Servicer will give me a copy of any appraisal or valuation. I can pay for an additional appraisal for my own use at my own cost.
8. The Servicer or authorized third party* will obtain a current credit report on all clients obligated on the Note. The Servicer or authorized third party* will also collect and record personal information that I submit in this Application For Success and during the evaluation process, including (a) my name, address and telephone number; (b) my Social Security number; (c) my credit score; (d) my income; and (e) my payment history and information about my account balances and activity, and may share it with relevant third parties, investors, guarantors or insurers.
9. I consent to being contacted concerning this request for mortgage assistance at any telephone number, including the mobile telephone number or email address I have provided to the Servicer, lender or authorized third party.*
10. Foreclosure proceedings may continue or begin after issuance of this application and cannot be stopped until the Servicer receives a complete application and all required documentation.
11. I release and agree to hold the Servicer and any investor that purchases my mortgage harmless from any liability that may arise from verifying information contained in my application or for any reporting of misrepresentations discovered during the application process or thereafter.
12. Lender is an equal opportunity lender and abides by the federal (and state) Equal Credit Opportunity Act, which prohibits creditors from discrimination against credit applications on the basis of sex, marital status, race, color, religion, national origin, age (provided the applicant has the capacity to contract), receipt of income from a public assistance program, or the good faith exercise of rights under the Consumer Credit Protection Act. The Federal Agency that administers compliance with this law concerning Lenders is the Federal Trade Commission, Equal Credit Opportunity Division, Washington, DC 20580.

→ Eli Mordan
Client Signature

→ 3/27/24
Date

→ Eli Mordan
Print Client's Name

→
Co-Client Signature

→
Date

→
Print Co-Client's Name

*An authorized third party may include, but is not limited to, a counseling agency, a Housing Finance Agency or another similar entity. This communication is from a debt collector. This is an attempt to collect a debt, and any information obtained will be used for that purpose. If you have an active bankruptcy or you received a bankruptcy discharge, we are sending this for informational or legal purposes only. We're not trying to collect against you personally. If you have any questions about this communication or your obligation to pay, please contact your attorney. If you want to send us a Qualified Written Request, a Notice of Error, or an Information Request, you must mail it to Quicken Loans Inc., P.O. Box 442359, Detroit, MI 48244-2359, or fax it to (877) 382-3138.

Questions? Contact Your Account Resolution Team.

Phone: (800) 508-0944
Email: AccountResolution@QuickenLoans.com
Secure Fax: (877) 380-5084

Hours: Monday – Friday: 8:30 a.m. – 9:00 p.m. ET
Saturday: 9:00 a.m. – 4:00 p.m. ET

Sample Profit and Loss Statement for Self-Employed Homeowners

*Note: This is a sample template to be used as a guide for homeowners.
Depending on your business, you may be asked to provide additional information.*

Name of Company: Eliezer Mordan

Dates: 10/01/23 through 12/31/23

Gross margin	%	%
Return on sales	%	%

Quarterly OR Year-to-date

Sales Revenue

Sales Revenue	\$	\$
Total Sales Revenue	\$	\$

Cost of Sales

Product/Service	\$	\$
Total Cost of Sales	\$	\$

Gross Profit	\$ <u>24360</u>	\$
---------------------	-----------------	----

Operating Expenses

Sales and Marketing

Advertising	\$	\$
Total Sales and Marketing Expenses	\$	\$

Research and Development

Technology licenses	\$ <u>40</u>	\$
Total Research and Development Expenses	\$	\$

General and Administrative

Officer wages and salaries	\$	\$
Employee wages and salaries	\$ <u>12,106</u>	\$
Supplies	\$ <u>215.97</u>	\$
Meals and entertainment	\$ <u>1,038.17</u>	\$
Rent	\$	\$
Telephone	\$ <u>630</u>	\$
Utilities	\$ <u>2893.67</u>	\$
Depreciation	\$	\$
Insurance	\$	\$
Repairs and maintenance	\$	\$
Total General and Administrative Expenses	\$	\$

Total Operating Expenses	\$	\$
---------------------------------	----	----

Income from Operations	\$	\$
-------------------------------	----	----

Other Income	\$	\$
---------------------	----	----

Taxes

Income taxes	\$	\$
Payroll taxes	\$	\$
Real estate taxes	\$	\$
Other taxes (specify): <u>IRS</u>	\$ <u>6923</u>	\$
Other taxes (specify): <u>NJ</u>	\$ <u>723</u>	\$
Total Taxes	\$	\$

Net Profit	\$ <u>209.81</u>	\$
-------------------	------------------	----